

Panaji, 9th March, 1989 (Phalguna 18, 1910)

SERIES II No. 49

OFFICIAL GAZETTE

GOVERNMENT OF GOA

EXTRAORDINARY

No. 2

GOVERNMENT OF GOA

Revenue Department

Notification

No. 22/146/88-RD

Whereas by Government Notification No. 22/146/88-RD dated 11-11-88 published on page 362-363 of Series II, No. 34 of the Official Gazette, dated 24-11-88 and in two newspapers (1) Herald dated 14-11-88 (2) Rashtramat dated 15-11-1988 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Acquisition of Court building wherein present Court of Civil Judge, Sr. Division & J.M.F.C. Vasco is housed.

And whereas, the appropriate Government (hereinafter referred to as "the Government"), after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Deputy Collector & S.D.O. Mormugao Vasco-da-Gama to perform the functions of a Collector South Goa District, Margao for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector & S.D.O. Mormugao, Vasco-da-Gama till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Mormugao		Village: Vasco da Gama
PTS No. Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
103/289	Mormugao Municipal Council Vasco-da-Gama.	420.00
Boundaries:		
North: Chalta No. 76/PT Sheet 88.		
South: Chalta No. 76/P.T. Sheet No. 88.		
East: — do —		
West: — do —		
Total		420.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 3rd March, 1989.

AGREEMENT

This AGREEMENT is made on this 24th day of the month of February in the year One thousand Nine Hundred and Eighty Nine, BETWEEN the Governor of Goa (hereinafter referred to as "The Government") of the ONE PART AND the Mapusa Urban Co-operative Bank Limited, Mapusa, a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960, having their registered office at Mapusa and represented by its General Manager, the Mapusa Urban Co-operative Bank Limited, having been empowered in this regard by resolution dated 27-12-1988 (hereinafter called the "Bank" which expression shall where the context so admit, be deemed to include its successors and permitted assigns) of the SECOND PART.

WHEREAS the Bank has applied to the Government that the land specified in the Schedule annexed hereto (hereinafter referred to as the 'said land'), should be acquired under the provisions of the Land Acquisition Act, 1894 (Central Act No. 1 of 1894) (hereinafter referred to as the 'said Act'), for the Bank for construction of an Office-cum-godown at Velguem, Bicholim Taluka.

AND WHEREAS the Government being satisfied that the said land is needed by the Bank for the construction of the Office-cum-Godown at Velguem, Bicholim Taluka.

AND WHEREAS the Government have called upon the Bank under the provisions of section 41 of the said Act to enter into an Agreement with the Government as hereinafter contained.

NOW, THESE PRESENTS WITNESS and it is hereby agreed that the Government shall put into force the provisions of the said Act in order to acquire the said land for the Bank on the following terms and conditions, namely;

1. The Bank shall pay to the Government the entire cost, as determined by the Government for the acquisition of the said land, including all compensation, damages, costs, charges and other expenses, whatsoever which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition in the Original or Appellate Courts and including all the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think fit to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded in accordance with the instructions issued by the Government from time to time. The money which shall be payable by the Bank under this clause shall be paid by the Bank by making initial deposit with the office of the Collector North Goa District, free of interest in the sum of Rs. 1,000/- (Rupees one thousand only), within fifteen days from the date of executing of this Agreement and thereafter by payment in the said office of the Collector North Goa District, such further amount as may be required by the Collector North Goa District in writing for the purpose of paying or disbursing compensation, damages, costs, charges or expenses hereinbefore referred to.

2. If the Bank fails to pay to the Government the entire cost of acquisition, as referred to above, within the stipulated period, the Government shall be entitled to recover the

same from the Bank as arrears of land revenue as if it were the moneys due to the Government under the laws for the time being in force.

3. On payment of the entire cost of the acquisition of the said land, as hereinafter referred to, the whole of the said land shall, as soon as it may be convenient, shall be transferred by the Government to the Bank subject to the provisions of the laws for the time being in force, as to the terms and conditions on which the said land shall be held by the Bank. The Government shall not be bound to give possession of the land until all the moneys have been paid and may withdraw from the acquisition if deemed necessary, the whole or any part of the said land and in case of such withdrawal the Bank shall be liable to indemnify the Government against all expenses incurred and damages sustained as a result of anything done by them in the matter of acquisition till the date of withdrawal.

4. The said land, when so transferred to the Bank shall be held by the Bank as its property to be used only in furtherance of and for the purpose for which it is acquired, subject to the payment of the assessments and cesses of the said land which may from time to time be liable to such assessment and cesses under the provisions of any laws for the time being in force.

(i) The Bank shall, not, except with the previous sanction of the Government, use the said land for any purpose other than that for which it has been acquired;

(ii) The Bank shall construct the office-cum-godown on the said land within three years from the date of transferring the said land by the Government to the Bank.

5. The Bank shall at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Bank on or upon the said land whether in the course of construction or otherwise.

6. The Bank shall not in any way alienate the said land or any portion thereof except with the previous permission in writing of the Government.

7. If the Bank commits a breach of any of the conditions stipulated in this Agreement, the Government may make an order declaring the transfer of the land to the Bank as null and void, whereupon the said acquired land shall revert back to the Government and an amount not exceeding one-fourth of the amount paid by the Bank to the Government as the cost of acquisition under clause (1) of section 41 of the said Act, shall be forfeited to the Government as damages and the balance shall be refunded to the Bank and the order so made shall be final and binding.

8. If the Bank utilises only a portion of the land for the purpose for which it was acquired and the Government is satisfied that the Bank can continue to utilise the portion of the land used by it even if the unutilised part thereof is reverted back to the Government, the Government may make an order declaring that the unutilised portion shall be liable to be resumed and taken back by the Government and an amount not exceeding one-fourth of such portion of the amount paid by the Bank as cost of the acquisition under clause (1) of section 41 of the said Act, as is relatable to the unutilised portion, shall be forfeited to the Government as damages and the balance of that portion shall be refunded to the Bank and the order so made shall be final and binding.

9. In case there is any dispute with regard to the amount relatable to the unutilised portion of the land, such dispute shall be referred to the Court, within whose jurisdiction the land or any part thereof is situated and the decision of that Court thereon shall be final and binding on the parties to this Agreement.

PROVIDED that the Government shall not make an order as aforesaid, unless the Bank has been given an opportunity of being heard by notice of the breach complained of, and the Bank has failed to make good the breach or to comply with any direction issued by the

Government in this behalf, within the time specified in the said notice for compliance thereof. If at any time any part of the said land is required by the Government for the purpose of making any new public road or for the purpose connected with public health, safety, utility or necessity, the Bank on being required by the Government in writing, shall transfer to the Government such part of the said land as the Government shall specify to be necessary for any of the aforesaid purpose, and in consideration of such transfer, the Government shall pay to the Bank a sum equal to the amount of compensation awarded under the said Act, and paid by the Bank in respect of the said land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer of the Public Works Department, Government of Goa, Panaji, Goa, having jurisdiction thereon and his decision in the matter shall be final as to the cost of the development of the land and reasonable compensation for the injuries affected to the part of the building on the adjoining land.

10. All the costs and expenses of and incidental to, the preparation and execution of these presents including stamp duty if any, shall be borne by the Bank.

SCHEDULE

(Description of the said land)

Tahuka: Bicholim

Village: Velguem

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
48/1 part	Comunidade of Velguem, T: Mahableshwar Prabhu Tendulkar. Shrikant Chandrashwar Gobre.	1802.00
<i>Boundaries:</i>		
North: S. No. 48/1 part.		
South: S. No. 48/1 part.		
East: S. No. 48/1 part.		
West: S. No. 48/1 part.		
Total		1802.00

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the day and year first above written.

Signed, sealed and delivered
by the General Manager,
The Mapusa Urban Co-operative Bank Limited, Mapusa.

for the Mapusa Urban
Co-op. Bank Ltd.

Sd/-
General Manager

In the presence of: —

1. Sd/-.
2. Sd/-.

Signed, sealed and delivered
by the Shri M. M. Lal,
Secretary to the Government
of Goa, Revenue Department
for and on behalf of the
Governor of Goa.

Sd/-
Secretary (Revenue)
Government of Goa
Secretariat, Panaji

In the presence of: —

1. Sd/-.
2. Sd/-.